

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
WESTERN DIVISION

CG AMBER WOODS APARTMENTS,)	
LLC,)	
)	
Plaintiff,)	
)	
v.)	Case No.:
)	
EVEREST INDEMNITY INSURANCE)	
COMPANY,)	
)	
Defendant.)	

COMPLAINT

Plaintiff, CG Amber Woods Apartments, LLC, for its Complaint against Defendant, Everest Indemnity Insurance Company, states as follows:

1. At all times material, Plaintiff, CG Amber Woods Apartments, LLC (“Plaintiff” or “Amber Woods”), was and is a citizen of Ohio, being an Ohio limited liability company, having its principle place of business in Cincinnati, Ohio, and was and is the legal owner of the real property located at 7803, 7809, 7815, and 7821 Dawn Road in Cincinnati, Ohio (“the Buildings” or “the insured premises”).

2. At all times material, Defendant, Everest Indemnity Insurance Company (“Everest”), was and is a citizen of Delaware and New Jersey, being a Delaware corporation with its principal place of business in Liberty Corner, New Jersey.

3. Venue and subject matter jurisdiction are proper in this Court because the insured premises are in Hamilton County, Ohio and a substantial part of the events or omissions giving rise to Amber Woods’ claims occurred in this judicial district. Additionally, Everest does business and/or transacts business in Hamilton County, Ohio and, therefore, is subject to personal jurisdiction in this judicial district.

4. Everest issued to Amber Woods a property insurance policy, effective April 27, 2017 to April 27, 2018 (“the insurance policy”, a copy of which was attached to the Complaint as Exhibit A).

5. Under the insurance policy, Everest insured Amber Woods up to \$3,000,000 against all risks of direct physical loss or damage to the Buildings occurring during the policy period.

6. Between September 1 and September 11, 2017, while the insurance policy was in full force and effect, the 7821 Dawn Road Building sustained direct physical damage to various building components as well as direct physical loss from a theft of building components (“the loss”).

7. Amber Woods duly submitted a claim to Everest under the insurance policy for the loss.

8. Amber Woods has substantially performed all conditions required by the insurance policy, including giving prompt notice of the loss, paying the premium for the coverages afforded by the insurance policy, and otherwise cooperating with Everest in its claim investigation.

9. As a result, it is Everest’s duty to pay Amber Woods the cost to repair and/or replace the building components involved in the loss as well as loss of rental income sustained while the 7821 Dawn Road Building remains uninhabitable following the loss.

10. Although requested to do so, Everest failed and refused to pay Amber Woods for the loss.

11. Everest’s failure to pay Amber Woods for the loss is a breach of the insurance policy.

12. This breach of the insurance policy was and is the direct and proximate cause of damage to Amber Woods in an amount in excess of \$75,000.

WHEREFORE, Plaintiff, CG Amber Woods Apartments, LLC, prays that this Court enter judgment in its favor and against Defendant, Everest indemnity Insurance Company, in an amount in excess of \$75,000, plus prejudgment interest and costs.

JURY DEMAND

Plaintiff hereby demands a trial by jury in all matters triable to a jury in this case.

/s/ Stephen G. Whetstone
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